Home Office

AUTHORITY: The Secretary of State for the Home Department

Volume 3

Schedule C – Interim State

Travel Services

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Main Contract	Services Agreement
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1. INTRODUCTION

1.1 BACKGROUND

1.1.1 The Authority intends to re-procure Escort Services during the Contract Term. Figure 1 below sets out the indicative programme for this procurement.

1.1.2 The Contract and the new Escorting contract have been developed in tandem to ensure that requirements and standards are better aligned between service providers, in order to meet the Authority's strategic vision for the period when the new Escorting Services Provider is in place and providing Services in accordance with the terms of the new Escorting Contract (the "**End State**").

1.1.3 However due to the differing procurement timetables for the two contracts, there will be a period during which the Service Provider is delivering its Services and will be required to work with the Current Escort Services Provider,. This period is called the '**Interim State'** hereafter).

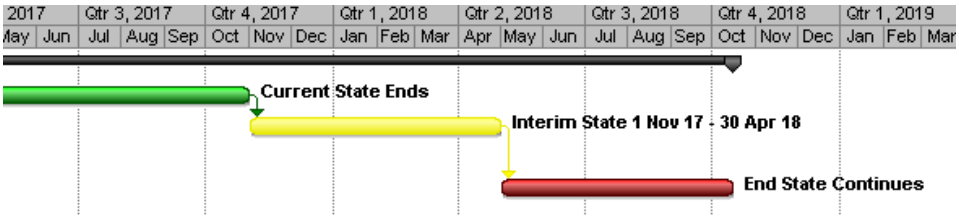


Figure 01 – Indicative Programme for Escorting Procurement

1.1.4 The Authority has assessed the implications for the Service Provider in respect of this Interim State and considers them to be minimal. However it recognises that there may be a need to take a prudent approach during the Interim State, to ensure that the Service Provider is not significantly disadvantaged by the fact that the Current Escorting Services Provider is providing services under a contract which is not fully aligned with the Contract.

1.1.5 Two particular areas where the Authority has identified a need for flexibility during the Interim State are:

- Application of Schedule G (*Performance Evaluation and Service Unavailability*);
- Application of Schedule F (*Payment Mechanism*);
- Application of the Schedule H (*Innovation and Partnership Agreement*)

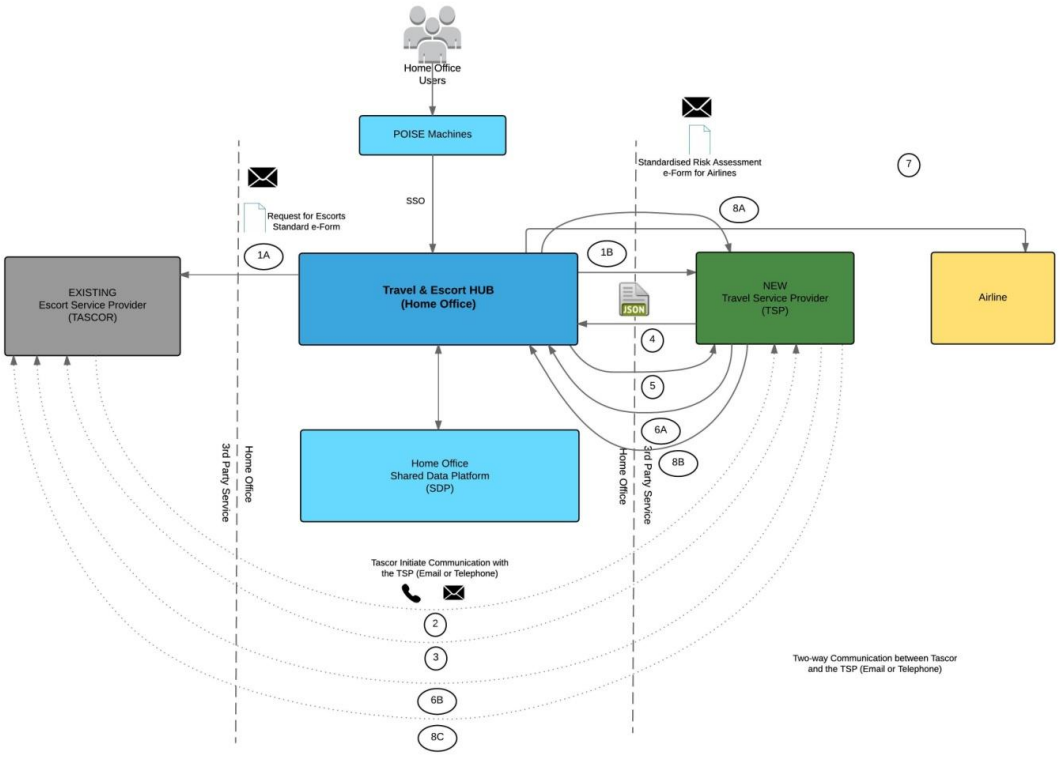
2. IT SYSTEM REQUIREMENTS

2.1.1 During the Interim State the Service Provider will be required to procure travel tickets for both escorted and unescorted Detainees . In respect of escorted this will require ongoing liaison with the Current Escorting Services Provider who will operate within the terms of the Current Escorting contract, until either the new Escorting contract is awarded to them, or the new Escort Services Provider is on-boarded. It is anticipated this 'Interim State may exist for approximately six months.

2.1.2 **Unescorted**. The process to be followed for unescorted Detainees is that a Home Office user will complete a referral form hosted on the hub. A risk assessment will be

completed as part of this process and where an escort is deemed unnecessary a travel request will be sent via the hub to the Service Provider. The Service Provider will provide three quotes and send these back to the hub where the 'best value calculator' will determine which ticket represents the best value taking into account factors including ticket and hotel costs plus detention and any other relevant factors. A decision on which ticket the Service Provider should procure will then be sent back to the Service Provider. Should travel arrangements need to be subsequently cancelled the Home Office will inform the Service Provider as soon as possible and once the cancellation has taken effect the Service Provider is to notify the Home Office. The expectation is cancellations will take place within thirty minutes (see Schedule D (*Service Specification*).'

2.1.3 **Escorted**. The interim process for the management of escorted Detainees during the Interim State is set out in the diagram below. The key constraint to note is that there will be continued reliance upon manual interaction between the Service Provider and the current Escorting Services Provider in agreeing the dates and details of moves.



1A HUB request for escorts to Tascor

1B HUB sends data to TSP via data messaging

2 Tascor Initiate Communication with the new TSP (Email or Telephone)

3 Two-way communication between Tascor and new TSP

4 New TSP sends travel ticket pricing to HUB with escort requirements for BVC

5 Caseowner Select travel ticket based on outcome of the BVC process

6A New TSP sends confirmation of Booking to the HUB with travel details

6B New TSP sends confirmation of Booking to Tascor with travel details

7 Caseowner via the HUB send Risk Assessment to the Airline. Note that the Airline will not send an Acknowledgement.

8A If required: Cancellation is sent from the HUB to the new TSP

8B New TSP sends Cancellation confirmation to the HUB

8C New TSP sends Cancellation confirmation to Tascor

3. APPLICATION OF THE PERFORMANCE MONITORING SYSTEM

3.1 *Schedule D Part 1 (Service Specification)* sets out the Service requirements for the Contract. The Authority does not believe that there is a need to derogate from these requirements during the Interim State. As such, Schedule D *(Service Specification)* shall apply to both the Interim State and the End State.

3.2 However, if during the Interim State, the Service Provider reasonably believes that it has incurred a Service Credit or Unavailability in respect of the Services due to an act or omission of the current Escorting Services Provider, the Service Provider shall identify the relevant Service Credit or Unavailability and explain the extent to which it was contributed to by the current Escorting Services Provider within the Monthly Performance Report.

3.3 The Authority (acting reasonably) shall take due consideration of any representations made under paragraph 3.2 above prior to levying any Service Credits or Unavailability credits in accordance with the terms of *Schedule F (Payment Mechanism)* in respect of that act or omission, but its decision in respect of any particular incident shall be final.

4. APPLICATION OF THE INNOVATION AND PARTNERSHIP AGREEMENT

4.1 The Authority acknowledges that the current Escorting Service Provider is under no legal obligation to enter into the form of agreement set out in Schedule H (*Innovation and Partnership Agreement*) of this Contract. The Current Escorting Contract is subject to similar requirements in the Current Escorting Contract Schedule G (Interface Agreement*). This can be found in* the Volume 4 (*Data Room)* for information purposes only. Despite there being no contractual requirement to comply with the requirements in Schedule H (*Innovation and Partnering Agreement*) , the Authority expects the current Escorting Service Provider to participate in the service improvement process, at the very least, on a voluntary basis, and to comply with any obligations under their Schedule G (Interface Agreement) where this obligation would support the requirements under Schedule H (*Innovation and Partnership Agreement*) of this contract..

4.2 In light of paragraph 4.1 above, the Service Provider's obligation to enter into the Innovation and Partnership Agreement in respect of interaction with the current Escorting Service Provider is one of "reasonable endeavours" only.

5. DISCLAIMER

5.1 Nothing in this Schedule C *(Interim State)* shall derogate or diminish the requirement for the Service Provider to deliver the Services during the Interim State.

5.2 The programme set out in Figure 01 is indicative and the Authority reserves the right to change this programme at any time without the consent of the Service Provider.